

Hampton-Dumont CSD Hampton-Dumont EA

8/1/2005 7/31/2007

MASTER CONTRACT AGREEMENT

between

HAMPTON-DUMONT EDUCATION ASSOCIATION

and the

HAMPTON-DUMONT COMMUNITY SCHOOL DISTRICT

for the

2005-06

School Year

## TABLE OF CONTENTS

	Preamble
Article I:	Recognition
Article II:	Scope and Time Period of Agreement
Article III:	General Rights of Employees and The Hampton-Dumont Education Association
Article IV:	Grievance Procedure
Article V:	Staff Reduction Procedures
Article VI:	Transfer Procedures - Voluntary and Involuntary
Article VII:	Leaves of Absence
Article VIII:	Evaluation Procedures
Article IX:	Professional Improvement
Article X:	Dues Deduction
Article XI:	Physicals
Article XII:	Wages, Salaries and Supplemental Pay
Article XIII:	School Day

## PREAMBLE

The Board of Directors of the Hampton-Dumont Community School District and the Hampton-Dumont Education Association (HDEA) realize and strongly believe that providing a quality education for the students of the Hampton-Dumont Community School District is their mutual desire and one factor quality education depends upon is the quality and mental well-being of the teaching staff. It shall be the mutual goal of the Board and the HDEA to improve conditions for the benefit of the teachers as required under the express articles of this contract.

The Board and the Hampton-Dumont Education Association (HDEA) agree as follows:

### **Article I. RECOGNITION**

**Section 1.01** The Board recognizes the Hampton-Dumont Education Association (HDEA), an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole representative of all full-time and regular part-time contracted certificated personnel employed or to be employed by the Board, but excluding the Superintendent of School, building Principals, and other employees excluded by Section 4 of the Public Employment Relations Act of 1975 (Senate File 531).

### **Article II. SCOPE AND TIME PERIOD OF AGREEMENT**

**Section 2.01** The parties mutually agree that the terms and conditions set forth in the Agreement represents the full and complete understanding between the parties.

**Section 2.02** This contract shall become effective with the first paid day of the 2005-06 school year. The entire contents of this contract shall remain in force for a period of two (2) years with the exception of Articles 8 and 12.

**Section 2.03** Whenever any notice is required to be given either of the parties to this Agreement, either party shall do so in writing to the following individuals:

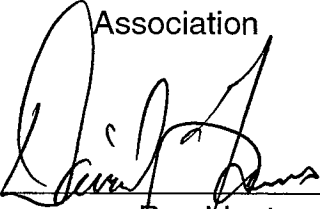
- (a) If to the HDEA, to Hampton-Dumont Education Association, President, P.O. Box 336, Hampton, Iowa 50441-0336.
- (b) If to the Board, Superintendent of Schools, Hampton-Dumont Community Schools, P.O. Box 336, Hampton, Iowa 50441-0336.

In Witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective chief negotiators, and their signatures placed thereon, all on this 15th day of May, 2005.

Hampton-Dumont Education Association

Association

By



President

By



Chief Negotiator

Hampton-Dumont Community Schools

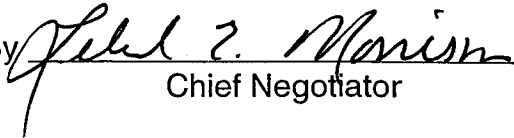
Board of Education

By



President

By



Chief Negotiator

**Article III. GENERAL RIGHTS OF EMPLOYEES AND THE HAMPTON-DUMONT EDUCATION ASSOCIATION**

**Section 3.01** All mandatory subjects of bargaining, as defined by Section 20.0 of the Code of Iowa (1981), not covered by the terms of the Agreement shall be maintained at no less than the standards in effect at the time this Agreement is signed unless negotiated with the Hampton-Dumont Education Association.

**Article IV. GRIEVANCE PROCEDURE**

**Section 4.01** A grievance shall be a claim by an employee of the Association that there has been an alleged violation, misinterpretation, or misapplication of any provisions of this Agreement or established practices concerning mandatory subjects of bargaining under Section 9, Iowa Public Employment Relations Act.

- (a) All grievances must be presented within twenty (20) working days of the date of occurrence of the event, which caused the grievance. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. Time limits may be extended by mutual agreement.
- (b) An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal.
- (c) If a grievance is filed so late in the school year that there is not time for it to be processed by the end of that school year, and if irreparable harm to one of the parties should result if the grievance should be left unresolved until the beginning of the following school year, the time limits set forth in this Agreement shall be reduced so that the grievance procedure may be completed prior to the end of the school year or within a maximum of thirty (30) days thereafter.
- (d) Association grievances shall commence at the Third Step of these procedures.

**Section 4.02 First Step:**

- (a) An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his/her principal. By request of the grievant an Association representative may participate in this discussion. Any formal adjustment of a complaint between an employee and his/her principal shall not be inconsistent with any provisions of this Agreement.

**Section 4.03 Second Step:**

- (a) If a grievance is not resolved informally, the aggrieved employee shall file the grievance in writing with the building principal within twenty (20) working days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, shall specify the specific clause or clauses of the Agreement which have been violated, misinterpreted, or misapplied; and shall state the remedy requested and failure to comply with this section shall result in dismissal of the grievance.

- (b) Within ten (10) working days after the grievance has been filed with the principal, the aggrieved employee, the representative of the aggrieved, if desired, and the principal shall meet to discuss and attempt to resolve the alleged grievance. The principal shall communicate in writing his decision to the aggrieved employee, the representative of the aggrieved, and the Superintendent within ten (10) working days following the meeting.

**Section 4.04 Third Step:**

- (a) If the grievance has not been satisfactorily resolved at the second step, the aggrieved may file an appeal to the principal's answer to the Superintendent within ten (10) days of the same written decision. Within ten (10) working days after the written grievance is filed the aggrieved, the representative of the aggrieved, if desired, and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent shall file an answer within ten (10) working days of the second step grievance meeting and communicate it in writing to the employee, the principal and the representative of the employee. Association grievances shall be initially filed by the Association in this step. Any disciplinary action grievance shall be filed in writing at the third step within ten (10) working days from the date that formal disciplinary action was taken.

**Section 4.05 Fourth Step:**

- (a) If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of impartial, binding arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving teacher to the Superintendent within thirty (30) days from receipt of the Step 3 answer to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within ten (10) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within ten (10) working days, the PERB will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one (1) shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties.
- (b) Expenses for the arbitrator's services shall be borne equally by the School District and the Association.
- (c) The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her by writing by the School District and the Association and his/her decision shall be based upon his/her interpretation of the relevant language of the Agreement in addition to past practice.

**Section 4.06** All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the parties in interest, and their designated or selected representatives, heretofore referred to in this Article.

**Section 4.07** The number of days indicated at each level for processing the grievance shall be considered as a maximum and every effort shall be made to expedite the process. The time limits may be extended by mutual agreement.

**Section 4.08** A formal grievance form as set forth in Schedule A shall be available from each Association building representative. This form shall be signed by the grievant and the Association representative.

**Section 4.09** All documents communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

## **Article V. STAFF REDUCTION PROCEDURE**

**Section 5.01** Procedures- When the Board determines a reduction in staff is necessary, the following procedures will apply:

- (a) The Employee shall attempt to accomplish reduction through attrition of employees teaching in the category where reduction is to be made, unless the Employer determines that an existing curricular program cannot be maintained.
- (b) In the event the Employer determines that reduction in staff cannot be adequately accomplished under paragraph 5.1 (A), the Employer shall attempt to reduce those employees teaching in the category where reduction is being made who have the least seniority as determined under paragraph 5.2. Provided further, that the employees to be retained meet proper certification and approvals for their new assignments.
- (c) In the event an employee would be reduced under paragraph 5.1(B), and that employee has more seniority than an employee in another category, the less senior employee shall be reduced and the more senior employee transferred provided the senior employee has proper certification and approvals for the new assignment and has taught in that category within the past five (5) years in the Hampton-Dumont District.
- (d) In the event the employees to be reduced cannot be determined under paragraphs 5.1 (A), 5.1(B), or 5.1 (C), the formal written evaluations of the employees performance made in the last three years shall be used.

### **Section 5.02** Seniority

- (a) For the purpose of this Article, a year of teaching shall mean employment as a full-time teacher for at least one semester in one school year. Seniority shall be calculated by counting each year of continuous teaching in the Hampton-Dumont District. A teacher teaching less than full-time shall accrue seniority on a pro rata basis.

### **Section 5.03** Part-time

- (a) These procedures shall not require the Employer to reduce an employee if the reduction would create additional part-time positions.



## **Section 5.04 Categories**

(a) For the purposes of this Article, "categories" shall mean:

- (I) Grades K-5 by subject area
  - 1.) Regular Classroom
  - 2.) Art
  - 3.) Chapter 1
  - 4.) Instrumental Music
  - 5.) Librarian/Media Director
  - 6.) Physical Education
  - 7.) Special Education
  - 8.) Vocal Music
  - 9.) Kindergarten Prep
  - 10.) ESL
  - 11.) TAG
  - 12.) At-Risk Student Advocate
  - 13.) Guidance Counselor
  - 14.) Early Childhood Special Education
- (II) Regular classroom
  - 1.) Regular Classroom
  - 2.) Art
  - 3.) Chapter 1
  - 4.) Instrumental Music
  - 5.) Librarian/Media Director
  - 6.) Physical Education
  - 7.) Special Education
  - 8.) Vocal Music
  - 9.) Kindergarten Prep
  - 10.) ESL
  - 11.) TAG
  - 12.) At-Risk Student Advocate
  - 13.) Guidance Counselor
  - 14.) Early Childhood Special Education
- (III) Grades 6-8 by subject area:
  - 1.) Regular classroom
  - 2.) Art
  - 3.) Business Education
  - 4.) Guidance Counselor
  - 5.) Home Economics
  - 6.) Industrial Arts
  - 7.) Instrumental Music
  - 8.) Language Arts
  - 9.) Librarian/Media Director
  - 10.) Mathematics
  - 11.) Physical Education
  - 12.) Science
  - 13.) Social Studies
  - 14.) Special Education
  - 15.) Vocal Music
  - 16.) ESL
  - 17.) TAG
  - 18.) At-Risk Student Advocate
  - 19.) Regular classroom
  - 20.) Art
  - 21.) Business Education
  - 22.) Foreign Language
  - 23.) Guidance Counselor
  - 24.) Home Economics
- (IV) Grades 9-12 by subject area:
  - 1.) Regular Classroom
  - 2.) Art
  - 3.) Business Education
  - 4.) Foreign Language
  - 5.) Guidance Counselor
  - 6.) Home Economics
  - 7.) Industrial Arts
  - 8.) Instrumental Music
  - 9.) Language Arts
  - 10.) Librarian/Media Director
  - 11.) Mathematics
  - 12.) Physical Education
  - 13.) Science
  - 14.) Social Studies
  - 15.) Special Education
  - 16.) Vocal Music
  - 17.) Vocational Agriculture
  - 18.) ESL
  - 19.) TAG
  - 20.) At-Risk Student Advocate
  - 21.) Speech and Drama
- 25.) Industrial Arts
- 26.) Instrumental Music

- (b) Only in the case of staff reduction, a reduced teacher may cross categories if an opening is available, the teacher is fully certified, and has taught in said category during the past five (5) years.

#### **Section 5.05 Recall Rights**

- (a) Employees who are reduced under this Article or who resign upon written request for reduction reasons, shall be eligible for recall to available positions within a category the employee has taught in during the past three (3) years in the Hampton-Dumont District for two (2) years from the effective date of the reduction, provided he/she specifically requests in writing that he/she desires to be recalled; provided the employee holds certification and approvals for the new assignment, and provided the employee is qualified by certification.
- (b) The employee shall keep the Superintendent informed of his/her current address and phone number, and shall inform the Superintendent if he/she is no longer interested in being recalled to the District.
- (c) An employee, who is recalled, shall report to the Superintendent for assignment within fourteen (14) calendar days after the recall notice is sent or personally delivered. Failure to report within this time limit shall result in loss of recall rights.
- (d) The employee with the most seniority shall be given first chance to use his/her recall rights if the opportunity arises, as provided by this Article.

#### **Section 5.06 Exclusion**

- (a) This Article shall not apply to employees hired to replace an employee on of absence. No matter concerning staff reduction or termination of an employee who was hired to replace an employee on leave of absence shall be subject to the Grievance Procedures

### **Article VI. TRANSFER PROCEDURES - VOLUNTARY AND INVOLUNTARY**

#### **Section 6.01 Definition**

- (a) The voluntary movement of a teacher to a different assignment, grade level, subject area or building shall be considered as voluntary transfer.

#### **Section 6.02 Notification of Vacancies**

- (a) Date
  - (i) The Superintendent will deliver to the Association President a list of vacancies which occur during the school year and for the following school year upon knowledge of vacancies by the Superintendent.
- (b) Filing Requests
  - (i) Teachers desiring a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned in order of preference. Such requests for transfers and assignments for the following year shall be submitted not later than March 1 or December 1 for the second (2nd) semester. In the event a vacancy occurs later than the March 1 or December 1 deadline, the administration will inform the association via one of the officers

and post notices in each school (providing it is not in the summer). During the summer months, all notices will be given to the HDEA president or designee. The request for transfer must be received within ten (10) days following the contact of the association.

(c) Posting

- (i) As soon as practical, and no later than June 1, the Superintendent shall deliver to the Association President a system-wide schedule showing the names of all employees who have reassigned or transferred and the nature of such reassignment or transfer.

(d) Procedure

- (i) The decision of all requests for voluntary transfer shall be at the discretion of the Board after consideration of the following factors and shall not be subject to the grievance procedures if 6.2A, 6.2B, and 6.2C are followed.
- 1) Instructional requirements of the district.
  - 2) Qualifications of the applicant (for example, certification, evaluation, etc.)
  - 3) Length of continuous service in the Hampton-Dumont Community School District if there are multiple applicants. Notice of disposition of a request for voluntary transfer shall be given to the employee by the Superintendent or supervising principal.

**Section 6.03 Involuntary Transfers**

(a) Definition

- (i) The assignment of an employee to a different job classification, grade level, subject area, or building shall be considered an involuntary transfer.

(b) Use of Voluntary Requests

- (i) This ARTICLE will only apply when the vacant position cannot be filled pursuant to Article 6.1 VOLUNTARY TRANSFERS.

(c) Notice

- (i) Notice of an involuntary transfer or assignment shall be given in writing to employees as soon as possible.

(d) Procedure

- (i) If the involuntary transfer or reassignment is necessary, employees will be transferred in reverse order of seniority. Employees with the least seniority in which the involuntary transfer is necessary will be transferred first.

(e) Conference

- (i) Within three (3) days, excluding weekends and holidays, after notification of a proposed involuntary transfer, an employee may request a conference with the superintendent and building principal. The conference will be scheduled prior to finalization of the involuntary transfer and shall not be subject to the grievance procedure if 6.2A, 6.2B, and 6.2c are followed.

**Article VII. LEAVES OF ABSENCE**

**Section 7.01 Sick Leave**

- (a) Personnel employed shall be granted leave of absence for personal illness or injury with full pay at a rate of fifteen (15) days per year. Sick leave shall begin

on the first paid school day of the school year. Unused portions of sick leave shall be cumulative to a maximum of one hundred five (105 ) days plus fifteen (15) days for the current school year or a grand total of one hundred and twenty (120) days. Personnel contracted for more than nine (9) months shall be granted sick leave as follows:

Employment	Days Allowed Each Year	Maximum Days Cumulative
10 months	16 days	$112 + 16 = 128$
11 months	18 days	$126 + 18 = 144$
12 months	20 days	$140 + 20 = 160$

Full pay shall be granted for sick leave. Sick leave shall include tests advised or required by a physical but does not include routine dental or physical exams. In the event the employer feels sick leave is being abused, they may require a doctor's certification confirming the sickness at the employee's expense. If workman's compensation payments accrue to the employee during the sick leave, salary payments by the Board to said employee for the period of sick leave will be the difference between workman's compensation and their regular rate of pay. The amount paid by the School District will be charged against sick leave on a proportionate basis.

(b) Maternity Leave

- (i) The Association and the Board agree that disabilities caused by or contributed to by pregnancy shall be considered the same as personal illness or injury under any temporary disability insurance or sick leave plan available in connection with employment in the School District. Therefore, it is agreed that an employee who is temporarily disabled for pregnancy-related reasons shall be considered to be on sick leave and such leave may be charged to the employee's accumulated earned sick leave.

(c) Paternity Leave

- (i) For the birth of his child, the father shall be granted one (1) day without loss of pay. That day should be within twenty-four (24) hours of the time of birth.

**Section 7.02 Paid Leave**

(a) Funeral

- (i) Up to five (5) days of leave with full payment shall be granted at any one time in the event of death of an employee's husband, wife, son, daughter, mother, father, brother, sister, or primary caretaker.
- (ii) Up to three (3) days of leave with full pay shall be granted in the event of death of an employee's grandchild, grandmother, grandfather, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law and father-in-law.

- (iii) Up to one (1) day of leave with full pay shall be granted in the event of the death of a relative not covered above or of a friend.
- (iv) In addition, in the event of death of an employee or student of the Hampton-Dumont Community School District, released time shall be granted by the building principal to an appropriate number of employees to attend the funeral. The administration may grant additional funeral leave with pay to employees who have exhausted their funeral leave under this provision, and denial of additional funeral leave shall not be subject to the grievance procedure.

(b) Personal Leave

- (i) Commencing with the beginning of the school year, each employee covered by the terms of this Agreement shall be allowed two (2) working days per year to be used as personal leave of continuous employment, the employee not more than three (3) personal leave days. If an employee is hired during the school year

- (ii) The employee shall notify the principal unless in the case of an emergency. No use of personal leave on any given day unless at the discretion of the building principal during the first five (5) days of school or the last five (5) days of school year unless in the case of an emergency shall be upheld and maintained. It is understood that these days are to be used for business activities during school time. They are not designed to be

*Personal Leave addition —  
first 5 days & last 5 days  
are defined as "actual  
student attendance days."  
Exemptions to the 5-day rule  
could be defined:  
graduation / wedding prep  
preparation days and state  
golf / track meets.*

(c) Professional Leave

- (i) All employees covered under this contract shall be eligible to apply for professional leave of absence. Attendance at educational and professional meetings will be permitted with full pay if recommended by the principal and approved by the Superintendent. A written request for said leave must be submitted at least five (5) days prior to the anticipated absence. The school district will provide for reasonable expenses including mileage (if a school vehicle is not available), housing, meals, and registration fees in full or partial, determined by the administration after consultation with the employee. The employee shall consult with his/her building administrator prior to the professional leave being taken regarding which expenses will be paid by the district and which expenses, if any, shall be the responsibility of the employee.

(d) Good Cause

The superintendent may grant other temporary leaves of absence with pay for extenuating circumstances only if all other pertinent leaves, including personal leave has been used. There will be a one (1) day dock period before any good cause leave would take effect. The decision shall be solely and exclusively the superintendent's.

(e) Other

- (i) Leaves taken under 7.2 Paid Leave shall be in addition to any sick leave to which the employee is entitled.

**Section 7.03 Family Illness**

- (a) A leave of absence with pay for a maximum of two (2) days each year may be granted at the discretion of the building principal for the purpose of caring for a sick or injured member of the employee's immediate family. Immediate family will be defined as spouse, child(ren), or parent(s) of the employee.

**Section 7.04 Good Cause (Leaves Without Pay)**

- (a) Other extended leaves of absence without pay may be granted by the building principal for good reason. The decision shall be solely and exclusively the building principal's.

**Article VIII. EVALUATION PROCEDURES**

**Section 8.01 Formal Evaluation Procedures**

(a) Notification

- (i) Within three (3) weeks after the beginning of each school term, a building principal or appropriate supervisor shall acquaint each employee with the Iowa Teaching Standards and criterion, and the procedures and instruments to be used. The purpose of the orientation is to achieve mutual understanding of the evaluation system. No formal evaluation shall take place until such orientation has been completed. Shall the formal evaluation instrument be changed, the building principal will provide employees under his/her supervision with an orientation to the new instrument at least two (2) weeks before application of the instrument. (See 8.06)
- (ii) The principals, designated by the Superintendent, of an employee not assigned to a specific building shall be responsible for the notification and evaluation of all such employees.

(b) Required Observations

- (i) All formal observations of an employee shall be conducted with the full knowledge of the employee. A new employee shall be formally evaluated at least two (2) times during the first two (2) years of employment. A career employee shall be formally evaluated at least once every three (3) years. The building principal or appropriate supervisor shall evaluate each employee formally in writing.
- (ii) If the employee feels an observation was conducted at a time that did not reflect his/her normal professional performance, he/she may request that another observation be conducted. One repeat observation per school year shall be awarded the employee.

(c) Post-Observation Conference

- (i) A copy of each Evaluation Form shall be given to the employee and a conference shall be held between the employee and the building principal or immediate supervisor within twenty (20) calendar days following the observation. A copy signed by both parties shall be given to the employee upon request. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

(d) Responses

- (i) If the employee feels his or her formal written evaluation is incomplete, inaccurate, or unjust, he may within thirty (30) days of the conference put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file. The file copy of such objections shall be signed by both parties to indicate awareness of the content.

(e) Conference and Copy

- (i) A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the building principal or immediate supervisor within twenty (20) calendar days following the observation. A copy signed by both parties shall be given to the employee upon request. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

(f) Re-evaluation

- (i) By April 15, if the evaluator determines that the teacher has not met all eight (8) standards, then the evaluator shall inform the teacher which standard(s) have not been met and the evaluator and teacher shall jointly determine what information the evaluator needs in order to indicate the teacher meets all eight (8) standards. If another observation is needed, it shall be held by the end of April. If only a conference is needed, then it shall be held by the end of April.
- (ii) By May 15, the evaluator shall complete the Performance Review for those teachers beyond their second year of service, and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Performance Review at least one (1) day prior to the meeting. Each standard's criteria will not be rated but will be used as a reference point for overall performance on each standard.
- (iii) By May 15, for those teachers in their second year of teaching, the evaluator shall complete the Comprehensive Evaluation, and meet with the teacher, before contracts are issued, to discuss the evaluation.

**Section 8.02 Informal Evaluation Procedures**

- (a) Nothing in the Article is to be construed as precluding the right of the administration to evaluate employees by other means or methods as deemed appropriate by the administration including the right to evaluate teachers informally within the assigned job duties.

- (b) Should the school administration reach evaluative conclusions concerning the performance, capability or behavior of an employee by means or methods other than those set out in Section 8.1 of this Article, the following procedures will apply:
- (c) A copy of each written notation on an informal evaluation which is included in the employee's personnel file shall be given to the employee at the time of filing and the employee's signature will be required to signify awareness of content.
- (d) If the employee feels the informal evaluation is incomplete, inaccurate or unjust, he/she may request a conference with the school administration to discuss the evaluation and such a conference will be granted within five (5) school days following the receipt of the employee's written request for the conference.
- (e) The employee shall be given an opportunity to respond orally or in writing, or both, if desired. Any written response shall be attached to the informal evaluation and included in the personnel file.
- (f) The employee shall be informed as to the source(s) of all informal evaluations, if to be placed in personnel file.

**Section 8.03 Career Development Plan**

- (i) During each school year involving an individual career development plan, the career teacher shall submit an individual or group career development plan by October 30. The evaluator shall meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within ten (10) school days of its submission. Modification of the plan can be made at any time by mutual agreement. The annual review of the individual career development plan shall occur at a mutually agreed upon date prior to May 15.

**Section 8.04 Personnel File Review**

- (a) Each employee shall have the right at any time to review the contents of his or her personnel file except for any closed letters or recommendations received from the employee's accrediting institutions. The representative of the Association, at the employee's request, may accompany the employee in such review.
- (b) The Board or its administrative representative, including building principals, shall not establish any separate personnel files which is not available for the employees inspection.
- (c) Any complaints directed toward an employee which are placed in his/her personnel file are to be promptly called to the teacher's attention in writing within fifteen (15) working days.
- (d) The employee shall have the right to respond to all materials contained in said file and to any materials to be placed in said file in the future. Such employee responses shall become a part of said file.
- (e) The employee shall have the right to reproduce any of the contents of his/her file.



**Section 8.05 Right to Grieve**

- (f) The teacher, or the association representative, may grieve such evaluation as unfair, unjust, or inaccurate through the grievance procedure set forth in this Master Contract only if the Hampton-Dumont Community School District attempts to use past evaluations to justify adverse action taken against a teacher, including such adverse action as suspension, termination, layoff, or probation.

**Section 8.06 Instrument**

- (g) The instrument to be used for evaluation will be developed with recommendations made by both staff and administration, but the administration reserves the right to determine what the final instrument will look like.

**Article IX. PROFESSIONAL IMPROVEMENT**

**Section 9.01 In-Service Education**

- (a) The Hampton-Dumont Education Association shall have the right to have four (4) members on the Coordination Team. Persons so designated must be approved by the HDEA Executive Board. The Coordination Team shall be responsible for making recommendations to the Superintendent for all in-service programs. The Superintendent shall have the final authority on all in-service programs.

**Article X. DUES DEDUCTION**

**Section 10.01 Authorization**

- (a) Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set forth in Schedule B to be submitted prior to September 15. The Board shall not be required to honor an assignment submitted after September 15.

**Section 10.02 Regular Deduction**

- (a) Pursuant to a deduction authorization, the Board shall deduct one-eighth (1/8) of total dues from the regular salary check of the employee each month for eight (8) months, beginning in October and ending in May of each year.

**Section 10.03 Duration**

- (a) Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

**Section 10.04 Termination**

- (a) Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full or that satisfactory arrangements have been made therefore.

**Section 10.05** Transmission of Dues

- (a) The Board Secretary shall transmit to the Association's Treasurer the total monthly deduction for professional dues within ten (10) school days following each regular period, and a listing of the employees for whom deduction was made.

**Section 10.06** The Association agrees to indemnify and hold the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for dues deductions.

**Article XI. PHYSICALS**

**Section 11.01** New employees and continuing employees at the conclusion of every third year of service shall provide evidence of physical fitness. Such evidence shall be limited to a statement from a licensed physical of the employee's choice attesting to the employee's physical fitness and freedom from tuberculosis. Such evidence shall be filed with the Superintendent within ten (10) working days of the beginning of the school year. The School District will pay up to \$45.00, or the cost of the examination, whichever is less, per employee. Employees will not receive the September paycheck until the physical form is completed and returned to the superintendent's office.

**Article XII. WAGES, SALARIES, AND SUPPLEMENTAL PAY**

**Section 12.01** Schedule

- (a) The Board agrees to provide a B.A. base salary of \$24,465.00 for the 2005-06 school year. Longevity pay will be at regular salary schedule rate plus \$650.
- (b) The salary of each teacher covered by the regular salary schedule is set forth in Schedule C which is in the Appendix and made a part of this Agreement.

**Section 12.02** Placement of Salary Schedule

- (a) Adjustment to Salary Schedule
  - (i) Each employee shall be placed on his/her proper step of the salary schedule as of the effective date of this Agreement and in accordance with Paragraph B below.
- (b) Credit for Experience
  - (i) Credit up to the third step of any salary level in the employee salary schedule may be given for previous outside teaching experience in a duly accredited school upon initial employment. Consideration will be given for additional experience, if warranted.

**Section 12.03** Educational Lanes

- (a) Teachers who qualify for a higher step by obtaining additional training must present proof of such qualifications to the Superintendent no later than September 10 of the current school year in order to be paid accordingly.

- (b) In order to qualify for the BA+15 or the BA+24 lanes, hours must be accumulated after receiving the BA degree and no more than three (3) semester hours of college credit may be earned during any one semester of a school year without prior approval of the Superintendent.
- (c) In order to qualify for MA+15 or MA+30, hours must be accumulated after receiving the MA degree and must be graduate hours in the individual's teaching field, administration, counseling or hours taken in a course directly related to the science of teaching. Any course directly related to the science of teaching shall have prior approval from the Superintendent before the course is taken.
- (d) In order to qualify for MA, MA +15, or MA+30 placement on the salary schedule, said teacher must be teaching in the field of his/her graduate major, obtain a Master's degree in administration, counseling, or obtain a Master of Teaching degree. Said requirement will not adversely affect teachers who were employed by the Hampton-Dumont School District during the 1987-88 school year and had earned their Master's degree prior to July 1, 1988.

**Section 12.04 Extra-Duty Pay**

- (a) The employer will assign scorers and timers for athletic events and bus chaperones. They will be paid \$15 per event worked. Teachers will be assigned to work two (2) events each. Teachers may work an additional assignment for an activity pass for the child(ren); one event per child activity pass. They may either choose to receive \$15.00 for each duty assigned or be issued an activity ticket for themselves and their spouse. On the third and subsequent duty each teacher will be paid \$20.00 for each assignment.
- (b) Exceptions to Above:
  - (i) Club sponsors who oversee concession stands should not be assigned as many extra duties, such as selling and taking tickets and working at track meets. One duty as a supervisor of concessions will result in one less duty selling and taking tickets or working at track meets. The coordinator of the Prom will not be assigned extra duties.

**Section 12.05 Term Life Insurance**

- (a) Graded scale term life insurance benefits will be provided all teachers by the Hampton-Dumont Community School District at no cost to the teacher. Said insurance will also provide double indemnity and waiver premium protection. Insurance benefits are as follows:

<u>Salary</u>	<u>Term Insurance</u>
\$6,000 - \$7,999	\$6,000
\$8,000 - \$9,999	\$8,000
\$10,000 – \$11,999	\$10,000
\$12,000 – \$14,999	\$12,000
\$15,000 - \$19,999	\$15,000

\$20,000 - \$24,999	\$20,000
\$25,000 – or more	\$25,000

**Section 12.06 Health and Accident - Major Medical Insurance**

- (a) Each teacher will be covered by a health and accident-major medical insurance plan provided at no cost to the full-time teacher. The plan will include the following benefit design: \$500 single/\$1,000 family deductible, \$1000/\$2000 OPM, and \$7.50/\$15/\$25 prescription drug card. Any proposed change in carrier must be approved by the Board and Association. Part-time teachers shall be prorated.
- (b) Teachers may also obtain family coverage by paying the difference between the total family premium and what the District will contribute. The District's contribution is not to exceed \$630.00 per month. Part-time teachers shall be prorated.
- (c) If a married couple is employed by the District and would like family insurance coverage, the District will contribute the dollar amount of family insurance as long as the amount does not exceed twice the amount of the family contribution.
- (d) Beginning with the 1988-89 school year, teachers employed on a part-time basis will have their insurance paid on a prorated basis equal to the amount of the time employed. However, any teacher who was employed on a part-time basis during the 1987-88 school year will continue to receive health and accident-major medical insurance benefits equal to those provided full-time teachers. Teachers who are involuntarily reduced from full-time to part-time or from part-time to a lesser amount of contract time will continue to receive Health and Accident-Major Medical insurance at the previous level at district expense.

**Section 12.07 Dental Insurance**

- (a) Dental Health Insurance will be provided for the teacher. Teachers may obtain family coverage by paying 100 percent of the additional premium.

**Section 12.08 Disability Income Insurance**

- (a) Disability Income Insurance will be provided for the teacher at no cost to the teacher.

**Section 12.09 Pay Period**

- (a) Each teacher shall be paid in twelve (12) equal installments on the 20th day of each month. First year teachers may request 50% of the September salary after the completion of the second week of classes.
- (b) When a pay date falls on or during a school holiday, vacation, or weekend, teachers shall receive their paycheck on the last previous working day.

**Section 12.10 Mileage Compensation**

- (a) Any teacher required to work in more than one building per day shall be reimbursed for travel expense between those buildings if they use their own vehicle. Mileage reimbursement, at the established school rate per mile, will be paid only for miles driven after reporting to the first building. Payment will be

- (b) Others will be paid yearly. Said reimbursement requires administrative approval and will not be paid for traveling to extra-duty assignments.

#### **Section 12.11 Supplemental Pay**

##### **(a) Extra-Curricular Activities**

###### **(i) Approved Activities**

- 1) The Board and Association agree that the extra-curricular activities listed in Schedule D are official school-sponsored activities covered by school insurance and workman's compensation.

###### **(ii) Rates of Pay**

- 1) Teacher participation in approved activities shall be compensated according to the rate of pay and years of experience in Schedule D, off the BA Step 2 base which is in the Appendix and made a part of this Agreement. The per cent for Athletic Director at the high school will be at 17% on the third step.

### **Article XIII. SCHOOL DAY**

#### **Section 13.01 Hours of Work**

- (a) Teachers are expected to be available to assist students before and after school. It is also a time for planning and preparation. Their arrival and departure should reflect quality time devoted to those activities. Meetings may be called before or after school that may be incident to the teaching duties of the employees. Any teacher who needs to leave soon after the students have left or needs to arrive in the morning shortly before the students do, should consult with the building principal.
- (b) There shall be a duty-free lunch period of 20 minutes during the workday. A temporary adjustment may be necessary in an emergency situation caused by unforeseen circumstances.
- (c) On Fridays and when school is dismissed early preceding holidays, teachers may leave after the buses have left the grounds.
- (d) On days of inclement weather resulting in a late start of the school day, teachers need not report until 30 minutes prior to the beginning of the school day.
- (e) On days when students are dismissed early due to inclement weather, or other emergency situations, teachers shall be allowed to leave 15 minutes after student dismissal.
- (f) At the beginning of the school year, new staff will be required to report two (2) days earlier than returning staff. The purpose of this will be to become familiar with district practices and direction. This will be part of their contract and will not require the district to provide additional compensation to their initial position of the salary schedule.